## Signed Agreement and Financial Summary

#### DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (7055) OCCUPANCY AGREEMENT Between

GENERAL SERVICES ADMINISTRATION

ARI01048	Draft	Version:	1	Date Last Modified:	26-Nov-2018
RI7147ZZ		LRI04549			

months commencing on or about 05/01/2019. spaces at 443 Jefferson Blvd (RI7147) located at 443 Jefferson Blvd, WARWICK, RI, for a period of 180 usable (24,077.00 rentable) square feet of space and 0 structured parking spaces and 34 surface parking DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) will occupy 20,579.00

for operating cost, real estate taxes and parking escalations. Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) will pay the General

Services Administration additional rent for prorated share of joint use space associated with this location, if DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) will pay the General

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary

## **Promoting Efficient Spending**

#### Reduce the Footprint

any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing have established a Reduce the Footprint policy for executive agencies. DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE is responsible for making sure their space request is consistent with Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015 agency-wide space design standards that optimize their space usage. The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency

## Leased Specific Mandatory Clauses

## Alterations by Tenant Agency

approved by the responsible PBS contracting officer. The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be

#### **Building Services**

contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the specified in the PBS Solicitation for Offers (SFO) that is made part of the lease contract. A copy of the lease Building services to be provided to the tenant agency for the operating expense portion of the Rent are

charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial SFO are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable will be assessed against each service billed.

#### Financial Terms

improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other twelve (12) months of occupancy. Thus, after the first twelve (12) months of occupancy, the tenant agency's agree that: The tenant agency may relinquish space upon four (4) months' notice at any point after the first entire OA term, and the unearned balance repaid to PBS. concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties

of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise. defray future year obligations. The tenant's future years obligation to pay Rent is subject to the availability reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are

#### Lease Contract Rent

separately contracted operating services, will also apply. Charges for security and GSA-installed agency. The PBS fee in leased space, calculated at improvements may apply as well. lease, the cost of operating services not covered by the lease will also be passed through to the tenant The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced b) (4) f the annual lease contract cost plus the cost of

Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

### Move Cost Responsibilities

the amortized tenant improvement cost. to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also responsible for funding the physical move to new space. In the event PBS displaces or allows another user At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is payments the tenant made toward tenant improvements and the Rent differential at the new location until

#### Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the will be coordinated with the Tenant. following occur: the space is substantially complete and operationally functional. Occupancy and rent start

proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or areas of the building, and all other things necessary for the Government's access to the premises and lease. "Substantially complete" and "substantial completion" mean that the work, the common and other 1. The space is ready for occupancy of personal property, typically the substantial completion date

occupancy, possession, use or enjoyment obtained, excepting only such minor matters as do not interfere with or materially diminish such access

or "punch list") of the construction project that will need to be corrected prior to final contract payment. space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os of the space prior to final acceptance of the space as substantially complete by PBS. The authorized PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the

in this lease must function and Lessor-provided building-specific safety and security features must be 2. The space is operationally functional. Operationally functional means that the building systems included complete before rent commences. operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be

blocks of space when they are substantially complete and operationally functional. The blocks will be added associated with it is substantially complete and operationally functional. (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual

a rent discount with the Lessor while the punch list work is being completed. If after hours work is required GSA will ensure that adequate security is provided while the contractor is in the Tenant's space. possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy,

operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph. phones, furniture, computers, etc. However, rent should not start until those personal property items that accomplish the physical move into the space or to allow for the installation of personal property such as will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to Once the above "substantially complete" and "operationally functional" requirements have been met, rent have been included in the lease contract, such as telephone and data systems or audio/video systems, are

## Occupancy Agreement Iterations

the project, and is required prior to PBS awarding any lease contract and/or lease modification or and are updated through additional OA versions as business terms evolve throughout the space acquisition. preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, The parties hereby agree that iterations of OAs prepared before selection of and award to a lessor, contain amendment. Until lease award, the tenant agency has the right to cancel the proposed project without Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to financial obligation.

## Occupancy After Lease Expiration

costs incurred by PBS resulting from lease renewal, extension, replacement, holdover or condemnation. The tenant agency rights to relinquish space as specified in this OA remain in effect. financially responsible for the pass-through of the lease contract rent, the PBS lease fee, and any additional In the event of a continued occupancy after lease expiration, the tenant agency will continue to be

#### PBS Services

fees. Any service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and The services that PBS provides to its customers may be found in the fourth edition of the Pricing Desk

## **Payment of Tenant Improvements**

agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The cannot accept payments below the allowance threshold by RWA. then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can inception, and only for the customization component of the allowance in new space. In backfill or relet ability to make lump sum payments below the allowance threshold is only available at assignment The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant

## Replacement Responsibilities

lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract. The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the

#### **Tenant Agency Appeal**

improvement allowance is inadequate to provide basic functionality for the space. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant

#### **Tenant Agency Move**

representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The occupancy of the building is not possible due to one agency change, that agency is liable for the other and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this failing to install personal property on time with one exception. For those personal property items that have rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial Delay in project completion caused by either a) tenant agency failure to meet the review and approval times OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS In the event the space covered by this OA involves a tenant agency move, once a design and construction agency may pursue the other for the consequences of the delay. which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of the tenant, for such things as additional storage for furniture, re-procurement expense, or additional which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant been included in the lease contract, such as telephone and data systems, or audio/video systems, and the property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable

# **Environmental and Safety Standards and Regulations**

to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies. laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health

### Other Mandatory Clauses

## **Tenant Improvement Amortization Cost**

itemized on the Financial Summary. total of O 4 DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) has elected to expend a or their tenant improvements. This amount has been amortized in the rent and is

#### Security Services

separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS. made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be

# **Building Specific Amortized Capital - Lessor Cost**

the rent and is itemized on the Financial Summary. total of DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) has elected to expend a for their building specific amortized capital - lessor. This amount has been amortized in

# Department of Homeland Security (DHS) Mandatory Clauses

#### Rent Components

#### Obligation to Pay Rent

the GSA project manager. DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) clause supersedes any conflicting clauses in the Standard Clauses.) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This for the space governed by this OA commences upon substantial completion and acceptance of the space by The DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) obligation to pay Rent

#### Shell Rent

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For Leased Space:

- (before the lease award) based upon comparable market data and is an estimate.
- (before the lease award) based upon a final negotiated lease and is final
- \_\_\_\_ (after the lease award) the rate set forth in the lease and is final.

## Per Square Foot Operating Costs

The per-square-foot base-year operating costs identified in the OA Financial Summary: For Leased Space:

- (before the lease award) based upon comparable market data and are estimates
- (before the lease award) based upon the final negotiated lease and are final
- \_\_\_\_ (after the lease award) the costs set forth in the lease and are final

#### Base-Year Estate Tax

The base-year real estate tax rate is only applicable to leased space. The tax rate is identified in the OA Financial Summary:

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(before the lease award) based upon the final negotiated lease and are final

(after the lease award) the costs set forth in the lease and are final.

### Tenant Improvement Cost

Financial Summary: Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA

significantly. Represents the cost of minor improvements in existing space, it is unlikely to change

Is the tenant improvement allowance or a preliminary modification of the tenant

allowance, is subject to change, depending on the actual costs except for changes to the scope of the work. Is the negotiated total tenant improvement value, it is unlikely to change significantly

Is a buildout-period estimate, is subject to cost adjustments

Is the cost upon completion, may be subject to minor post-construction cost adjustments

#### Applicable Terms

The following terms apply to this Occupancy Agreement:

A. General TI Allowance (Total Dollars)

B. General TI Allowance Expended (Total Dollars)

C. Customization TI Allowance (Total Dollars)

D. Customization TI Allowance Expended (Total Dollars)

E. TI Amortization Rate (Annual)

F. TI Amortization Term (Months)

G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)

H. Customization Tier for this OA



#### Optional Clauses

#### Ad Hoc Clauses

## **ARI01048 Storage Containers and Sallyport**

containers and sallyport will be included in the agency's shell rent. approximately 320 square feet. There is also 1 covered and fenced in sallyport. The costs for the storage This OA contains 2 storage containers located in parking area outside of building, each container occupying

#### Rent Free Period

Rent free total of (b) (4) for month of May

#### ARI01048 BCC

BA is made to withhold rent for BCC in the amount of (0) (4) per month from June to August.

I agree to the initial terms with the understanding modifications will be made over time

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14 Billian A. Billian B. Communication	<ul> <li>B. Agency Rent SubTotal 24,077</li> <li>C. Joint Use SubTotal</li> <li>D. Total Annual Rent (A+B+C) 24,077</li> </ul>	nortized Capital paces) #####	a. General 24,077 2. Amortized Tenant Improvement Used/General 3. Operating Costs ## 24,077 A. Market Rent SubTotal 5. Amortized Tenant Improvement Used/Custom 7. Security Services 24,077	7055  FIGURE 110N AND COSTOMS  ENGREEMENT - ICE  RI7147ZZ  OA Stant Date:  OA End Date:  OA End Date:  OA End Date:  The stant Period: 01-May-2019	LR105459, N/R, DHS ICE Warwick, Page: 1 of 16 R1 off. 5/1/19 AR101048 Version: 1 Date Last Modified: 26-Nov-2018
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##### Surface Parking Escalation Applies

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Total Antenna Bill

LUMP SUM ITEMS

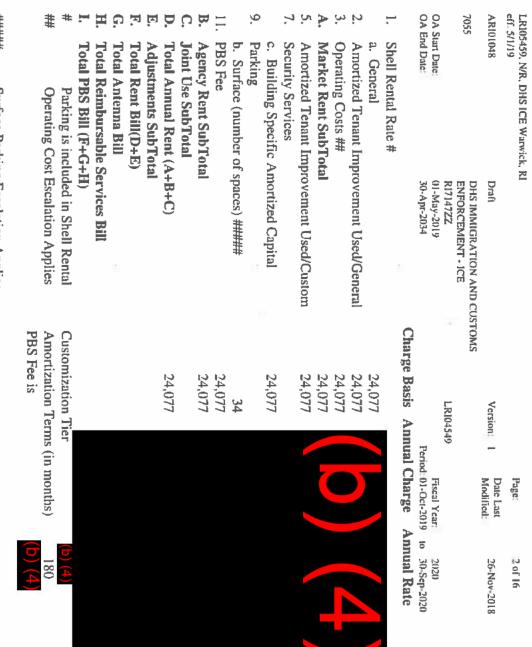
Parking is included in Shell Rental Operating Cost Escalation Applies

PBS Fee is

Amortization Terms (in months)

**Customization Tier** 

Total Reimbursable Services Bill Total PBS Bill (F+G+H)



### Surface Parking Escalation Applies

Factor is 1.169979100 Note: ANSI Rentable of 24,077 is 20,579 Assigned Usable Space PLUS 3,498 Common Space. R/U

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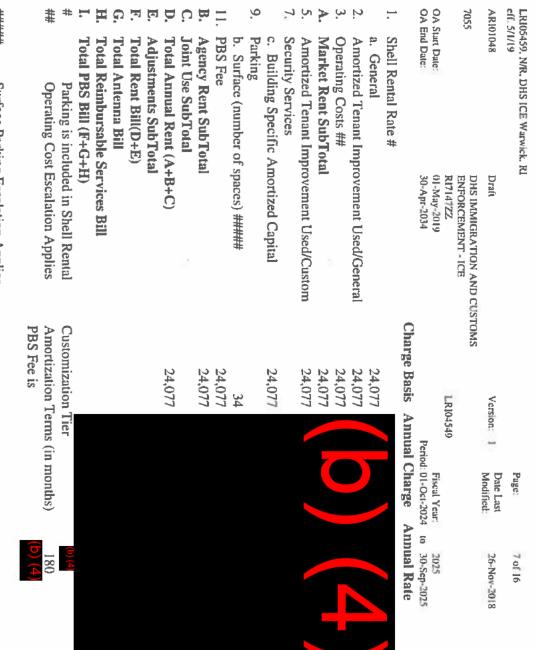
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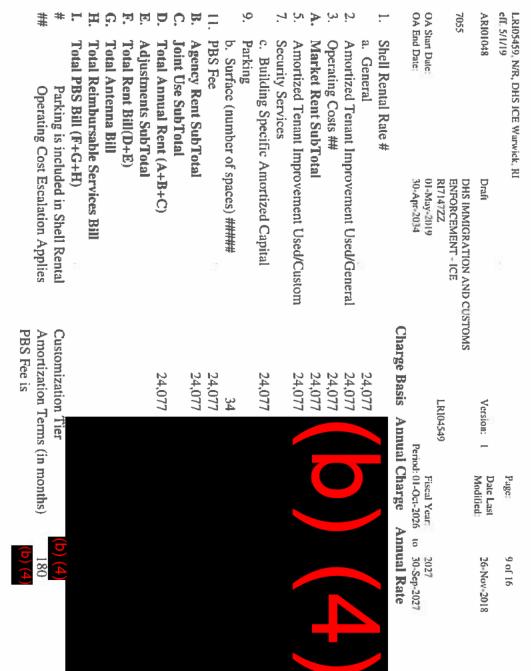


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Factor is 1.169979100 Note: ANSI Rentable of 24,077 is 20,579 Assigned Usable Space PLUS 3,498 Common Space. R/U

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##### Surface Parking Escalation Applies

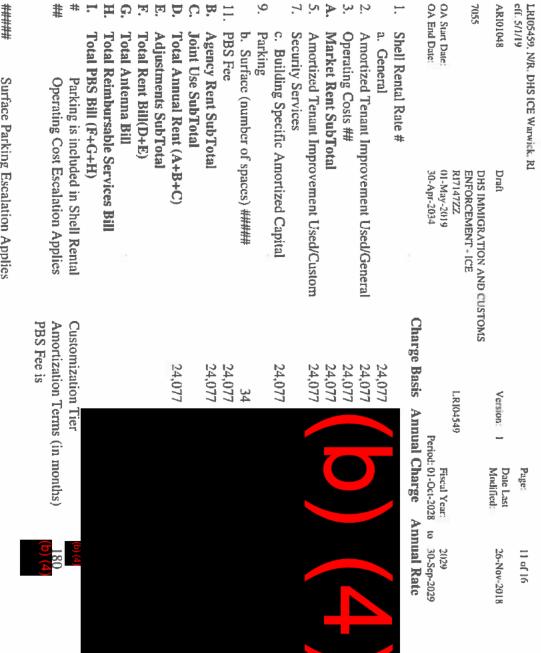


##### Surface Parking Escalation Applies

Factor is 1.169979100 Note: ANSI Rentable of 24,077 is 20,579 Assigned Usable Space PLUS 3,498 Common Space. R/U

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##### Surface Parking Escalation Applies



Surface Parking Escalation Applies

Factor is 1.169979100 Note: ANSI Rentable of 24,077 is 20,579 Assigned Usable Space PLUS 3,498 Common Space. R/U

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##### Surface Parking Escalation Applies

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#### Surface Parking Escalation Applies

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